16-0005 A

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND MEIER, BONNER, MUSZYNSKI, O'DELL & HARVEY, P.A. FOR ON CALL LEGAL SERVICES RFP #16-0005

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Meier, Bonner, Muszynski, O'Dell & Harvey, P.A., is successors and assigns, herein referred to as the FIRM.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #16-0005 seeking firms to provide legal representation on as needed basis for the COUNTY; and

WHEREAS, the attorneys at Meier, Bonner, Muszynski, O'Dell & Harvey, P.A. are licensed to practice law in the State of Florida, are experienced in municipal and governmental law, and desire to act as outside legal counsel for the COUNTY.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein.
- 2. <u>Scope.</u> On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the FIRM to provide legal representation on an as needed basis for the COUNTY. Throughout the term of this Agreement, the FIRM shall keep the COUNTY fully informed of all pending and active litigation. At minimum, the FIRM shall provide the COUNTY once a month with a written synopsis of all active litigation in which the FIRM is representing the COUNTY.
- 3. <u>Term.</u> This Agreement shall become effective upon execution of the parties and shall remain in effect for twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is the COUNTY's prerogative, and not a right of the FIRM. This prerogative may be exercised only when such continuation is clearly in the best interest of Lake County.
- 4. <u>Termination</u>. This Agreement may be terminated by either party by submitting written notice thirty (30) days in advance to the other party. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, COUNTY shall reimburse FIRM for actual work satisfactorily completed and reasonable expenses incurred to the date of termination.

5. Attorneys and Personnel.

A. The FIRM has represented to the County that the services to be provided under this Agreement will be performed by Robert E. Bonner, Esq. The COUNTY has relied on this representation as an inducement of entering into this Agreement. In the event the FIRM wishes to substitute personnel or to provide additional personnel, the FIRM shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

- B. During the term of this Agreement the FIRM assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the FIRM does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the FIRM employees or applicants for employment. The FIRM understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- C. The employees of the FIRM shall be considered at all times its/their employees and not an employees or agents of the COUNTY. The FIRM and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY.
- D. The FIRM shall obtain and maintain throughout the term of this Agreement any and all licenses required to do business in the State of Florida. Any and all attorneys of the FIRM performing services under this Agreement shall maintain good standing with the Florida Bar and be admitted to practice in the United States District Court, Middle District of Florida and the United States Court of Appeals for the Eleventh Circuit throughout the term of this Agreement.
- 6. <u>Compensation</u>. COUNTY agrees to compensate FIRM for services provided under this Agreement at the following hourly rates:

Attorney: \$140.00/hour Paralegal: \$70.00/hour

These rates shall prevail for the full duration of this Agreement. The above rates shall encompass any and all costs, travel, overhead, salary, benefits, legal assistant's time, postage and other costs. The Attorney shall begin billing the hourly rate from the time he/she leaves his/her office and shall cease billing the hourly rate at the return of the attorney to his/her office. In no event shall attorney bill the COUNTY for any mileage, meals or research costs, such as Lexis or Westlaw charges. The parties acknowledge and agree that the COUNTY does not guarantee a minimum quantity or dollar value of work and no monthly retainer fees shall be required.

The FIRM shall submit invoices to the COUNTY after the services have been completed and the COUNTY reviews and approves the services. All invoices shall contain the case style, date and location of service and shall reflect the number of hours spent by the FIRM/attorney. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the completion of the services. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. Right to Audit. The COUNTY reserves the right to require FIRM to submit to an audit by any auditor of the COUNTY's choosing. FIRM shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. FIRM shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. FIRM agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the FIRM in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the FIRM to the COUNTY in excess of one percent (1%) of the total contract billings, in

addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the FIRM. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the FIRM's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to FIRM.

- 8. <u>Public Records.</u> Pursuant to Section 119.0701, Florida Statutes, the FIRM shall comply with the Florida Public Records' laws, and shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
 - B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of FIRM upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.
 - E. Prior to the close out of this Agreement, the FIRM shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

9. <u>Insurance.</u> Within five (5) days of the effective date of this Agreement, the FIRM shall provide the COUNTY an original certificate of insurance, indicating that the FIRM has coverage in accordance with the requirements of this paragraph. The FIRM shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring FIRM against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the FIRM under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the FIRM is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

\$500,000
\$500,000
\$500,000
\$50,000
\$5,000
Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
or Bodily Injury (per person) Bodily Injury (per accident)	\$100,000 \$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, FIRM must provide a notarized statement that if an employee of the FIRM is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the FIRM specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for FIRM to certify compliance, on the certificate of insurance, with all of the above requirements, then FIRM is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured

retentions, or FIRM be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the FIRM providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the FIRM, nor a failure to disapprove that insurance, shall relieve the FIRM of full responsibility for liability, damages, and accidents as set forth herein.

10. <u>Indemnification</u>. The FIRM shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the FIRM to take out and maintain the above insurance. Additionally, the FIRM agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the FIRM, its agents, employees or representative, in the performance of the FIRM's duties set forth in this Agreement.

11. Miscellaneous.

- A. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida and any trial shall be non-jury.
- B. Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, the FIRM shall notify and obtain prior written consent from the COUNTY prior to any merger or acquisition with and/or by any other entity. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- C. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- D. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- E. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- F. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to FIRM:

Mr. Robert E. Bonner, Esq. Meier, Bonner, Muszynski, O'Dell & Harvey, P.A. 260 Wekiva Springs Rd, Ste 2000 Longwood, Florida 32779 If to COUNTY:

County Attorney's Office County Administration Building 315 West Main Street Post Office Box 7800 Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

G. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners and by the FIRM through its duly authorized representative.

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r	I IN LY I

Meier, Moner, Muszynski, O'Dell & Harvey, P.A.

Robert E. Bonner, Esq., Managing Shareholder

Florida Bar No: 327875

This 28 day of _______, 2016

COUNTY

Lake County Florida

Sean M. Parks, Chairman

This day of June, 2016.

Approved as to form and legality:

ounty, Florida

Sunty Commissioners

Melanie Marsh, County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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2600 Lake Lucien Drive		İ	PHONE (407) 660-8282 (A)C, No; (407) 660-2012 (A)C, No; (407) 660-2012 (A)C, No; (407) 660-2012 (A)C, No; (407) 660-2012						
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Tavares, FL 32778-7800

R Biondi, CIC/105579

COMMENTS/REMARKS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ODMYYY) 02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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